

CITY COUNCIL REPORT



Meeting Date: February 15, 2011
General Plan Element: *Public Services and Facilities*
General Plan Goal: *Meet or surpass water quality standards*

ACTION

Engineering Services Contract for Sewer Rehabilitation Project. Adopt Resolution 8534 authorizing Engineering Services Contract Modification 2007-198-COS-A3 with Dibble Engineering in an amount not to exceed \$456,689 for design, construction administration and inspection of sewer rehabilitation projects throughout the southern portion of Scottsdale.

BACKGROUND

The purpose of this action is to award a contract modification to increase the maximum term of Engineering Services Contract 2007-198-COS with Dibble Engineering from three to five years and allow the engineer to continue design, construction administration and inspection services for small diameter sewer lines located in areas south of Indian Bend Road.

By March 2011 Dibble Engineering will have completed their third and final one-year term allowed by Contract 2007-198-COS. Immediately following approval of this action Dibble Engineering will begin their fourth one-year contract term. The fifth and final one-year term will begin, subject to council approval, in March 2012.

The goals of this program are to conduct sewer inspections, repair sewer breaks, rehabilitate aging components of the system and reline existing sewer pipes to extending the service life of the system in the designated areas of southern Scottsdale.

ANALYSIS & ASSESSMENT

Community Involvement

Water Resources Department and Capital Projects Management staff will work with the engineer and contractor to inform the neighborhoods and coordinate with affected residents during the design and construction of this project by means of informational flyers and individual meetings as necessary. Additionally, residents will be notified in writing when any invasive design activities, such as property surveys, geotechnical borings, and utility potholing, will be performed in their neighborhood.

RESOURCE IMPACTS

Available funding

Funds for this contract are available in CIP project V3704, Sewer Collections System Improvements.

Staffing, Workload Impact

The contract administrator, responsible for enforcing all contract provisions, will be Christopher Perkins, Capital Project Management Division, Municipal Services Department.

OPTIONS & STAFF RECOMMENDATION

Recommended Approach:

Adopt Resolution 8534 authorizing Engineering Services Contract Modification 2007-198-COS-A3 with Dibble Engineering in an amount not to exceed \$456,689 for design, construction administration and inspection of sewer rehabilitation projects throughout the southern portion of Scottsdale.

Proposed Next Steps:

Sewer rehabilitation design will begin immediately following Council award of this contract.

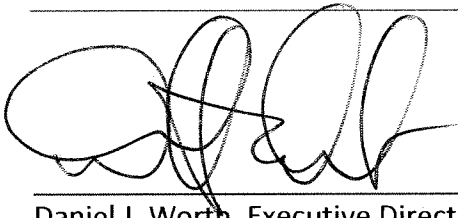
RESPONSIBLE DEPARTMENT(S)

Public Works and Water Resources Division, Capital Project Management

STAFF CONTACTS (S)

Christopher Perkins, Project Manager cperkins@scottsdaleaz.gov (480) 312-7845

APPROVED BY



Daniel J. Worth, Executive Director, Public Works

dworth@scottsdaleaz.gov (480) 312-2776

2-1-11

Date

ATTACHMENTS

1. Location Map
2. Engineering Contract Modification 2007-198-COS-A3
3. Resolution 8534

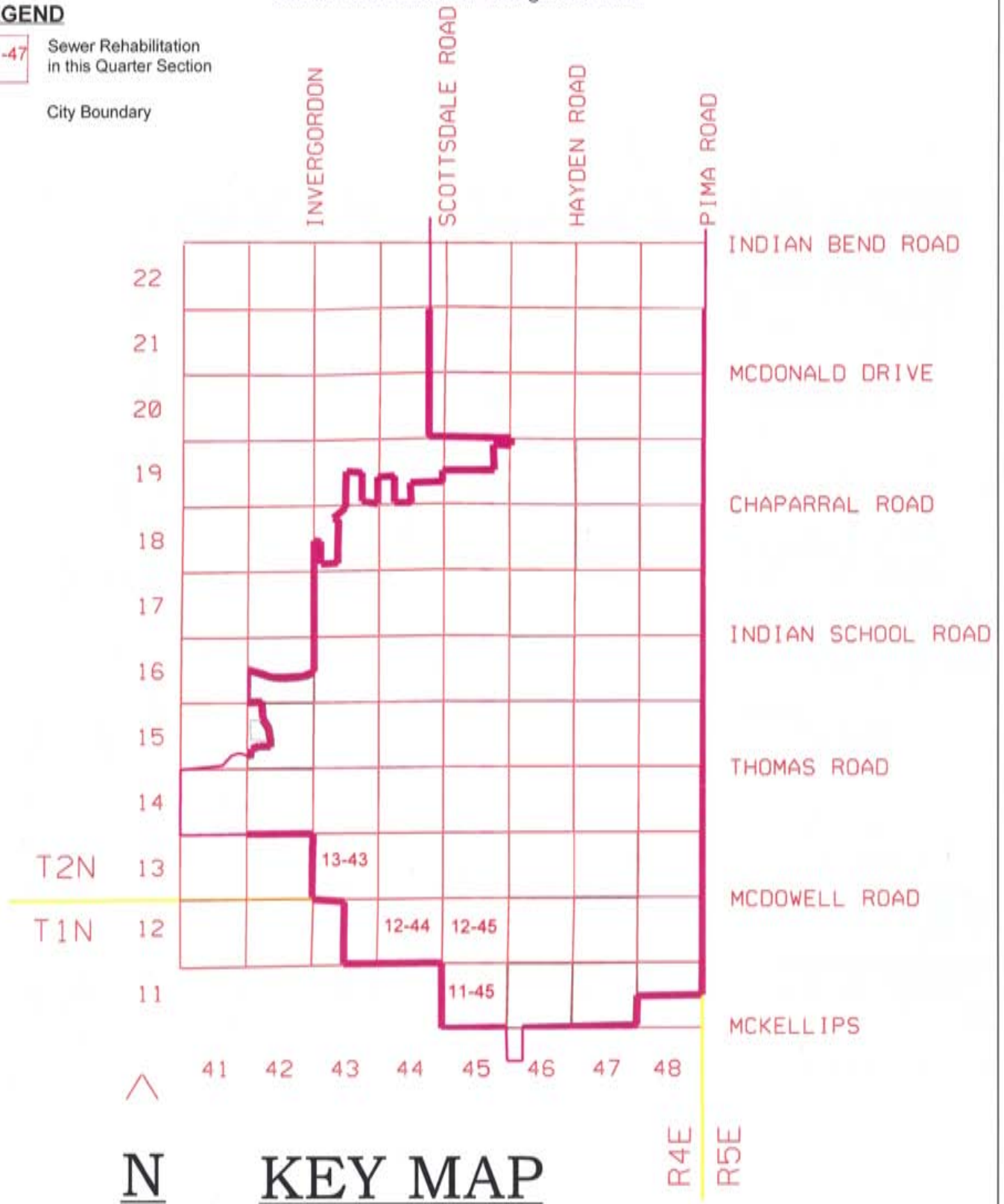
Attachment 1 - Location Map

Sewer Rehabilitation Design Services

LEGEND

11-47 Sewer Rehabilitation
in this Quarter Section

City Boundary



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KEY MAP

**CITY OF SCOTTSDALE
CONTRACT MODIFICATION FOR
ENGINEERING SERVICES FOR SMALL DIAMETER SEWER REHABILITATION**

THIS CONTRACT MODIFICATION for 2007-198-COS, Small Diameter Sewer Rehabilitation made and entered into this 15th day of February, 2011, by and between the City of Scottsdale, a Municipal Corporation of the State of Arizona, hereinafter referred to as "City", and Dibble Engineering, hereinafter referred to as "Engineer", amending the Contract dated February, 2008, between City and Engineer.

WITNESSETH

WHEREAS, the City desires to extend the scope and term of Contract 2007-198-COS entered into on February 5, 2008; and

WHEREAS, the City and the Engineer mutually agree to modify the Contract;

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

MODIFICATIONS:

1.0 SCOPE OF SERVICES

Article 1.0 is modified to include the tasks specified in the attached Exhibit A, Project Scope of Work, which is incorporated by reference and made part of this modification. The Notice to Proceed will be issued in March 2011 and the work described in Exhibit A will be complete by March 2012.

2.1 FEE SCHEDULE

Engineer will be paid per the hourly amounts and not to exceed the total amount in the attached Exhibit B, Engineering Fee Proposal for Design and Construction Administration, which is incorporated by reference and made a part of this Modification and summarized below:

<i>Design Phase Services</i>	\$ 98,423
<i>Construction Management Services</i>	\$ 357,266
<i>Allowances</i>	\$ 1,000
<i>Total</i>	\$ 456,689

3.2 TERM OF CONTACT

Contract 2007-198-COS provided one initial year of work and two one-year extensions for a maximum of three one-year contract terms.

Contract Mod 2007-198-COS-A3 allows two additional one-year extensions; the first contract extension will begin March 2011 and, subject to council approval, the second and final one-year contract term will begin March 2012. The maximum term of this contract shall not exceed five years.

The City of Scottsdale by its Mayor and City Clerk has subscribed their names this _____ day of February, 2011.

ENGINEER: Dibble Engineering

By: Steven E. Rep

CITY OF SCOTTSDALE
an Arizona Municipal Corporation

By: _____
W. J. "Jim" Lane, Mayor

RECOMMENDED:

Derek E. Earle
Derek E. Earle
City Engineer

ATTEST:

Pauline Hecker
Pauline Hecker
Risk Management

Carolyn Jagger, City Clerk

Christopher Perkins
Christopher Perkins
Contract Administrator

APPROVED AS TO FORM:

Clifford J. Frey
Bruce Washburn, City Attorney
By: Clifford J. Frey
Senior Assistant City Attorney

CITY OF SCOTTSDALE

ENGINEERING SERVICES CONTRACT

Design and Construction Administration and Inspection Services

Project Title: C.O.S – SMALL DIAMETER SEWER REHABILITATION PROJECT – 2011

Project No.: V3704H

Contract No.: 2007-198-COS-A3

SCOPE OF WORK

DESIGN SERVICES

Section 100 – Project Management & Quality Assurance / Quality Control

- Task 101 Work Plan
- Task 102 Project Management
- Task 103 Invoices
- Task 104 Quality Assurance / Quality Control

Section 110 – Project Coordination

- Task 111 Project Planning and Coordination Meetings
- Task 112 Contractor(s) Prepared Construction Probable Costs
- Task 113 Contractor(s) Prepared Project Schedules

Section 120 – Background Data

- Task 121 Review CCTV Records
- Task 122 Review Existing As-built Data

Section 130 – Investigations

- Task 131 Aerial Mapping
- Task 132 Manhole Location and Segment Length
- Task 133 Service Laterals
- Task 134 Construction Requirements and Limitations

Section 140 – Construction Documents

- Task 141 Construction Requirements Memorandum
- Task 142 Probable Construction Cost
- Task 143 Construction Documents
- Task 144 Submittal Review Meetings

Section 150 – Contractor(s) Proposal

- Task 151 Contractor(s) Questions during Proposal Preparation
- Task 152 Review Contractor(s) Cost Proposal

CONSTRUCTION ADMINISTRATION AND INSPECTION SERVICES**Section 200 - Project Administration Services during Construction**

- Task 210 Representation on Behalf of City
- Task 220 Administer the Construction Schedule
- Task 230 Review Shop Drawings and Test Results
- Task 240 Issue Interpretations and Clarifications
- Task 250 Certify Contractor Progress Payments
- Task 260 Substantial Completion and Final Inspection

Section 300 - Engineering Services during Construction

- Task 310 Minor Changes, Change Order Requests, and Change Orders
- Task 320 Record Drawings and Project Documents

Section 400 - Resident Services during Construction**A. General****B. Duties and Responsibilities:**

- Task 410 Field Administration
- Task 420 On-Site Inspection and Review of the Work
- Task 430 Monitor Public Notification Efforts
- Task 440 Completion
- Task 450 Review Pre- and Post Rehabilitation Videos

C. Limitations of Authority**Section 500 – Special Services**

- Task 510 – Additional or Extended Services

Other Direct Costs

- Allowances - Reproduction

SCOPE OF WORK

GENERAL

This Scope of Work prescribes engineering services to be provided by Dibble Engineering (Dibble) for the City of Scottsdale (CITY). The engineering services are related to the design, construction and post construction phases of the Project and will consist of the following:

Section 100 – Design Services

Section 200 - Project Administration Services during Construction

Section 300 - Engineering Services during Construction

Section 400 - Resident Services during Construction

Section 500 – Special Services

Other Direct Costs

The level of effort associated with these services is shown in the attached Engineering Fee Proposal - **Exhibit B**.

This Scope will be performed during the design and construction phases of the Project. The duration of engineering services specified to be one (1) year terminating on February 5th, 2012. The CITY reserves the option to extend the Scope of Services for this Contract to include one (1) additional year, pursuant to mutually agreeable contract amendments.

Construction contract documents (Construction Documents) are defined as the agreement, general conditions, supplemental conditions, specifications, addendum, and executed change orders prepared for construction of the Project.

PROJECT DESCRIPTION

The CITY is rehabilitating approximately 90,000 linear feet of small diameter residential sanitary sewers ranging in size from 8-inches to 12-inches in diameter along with service lateral connections as part of an extended one (1) year rehabilitation program. Rehabilitation will begin from the South and continue North within the following quarter sections; 11-45, 12-44, 12-45, and 13-43. The program will be constructed under a Job Order Contract (JOC) delivery method. The CITY may provide yearly engineering services contract extension at their discretion and agreed to by Dibble to complete the remaining work contained within their program under a negotiated basis.

DESIGN SERVICES

This Scope of Work, Dibble will develop Design Memorandums that identify the sanitary sewer pipes (segments) and service laterals to be rehabilitated. Tasks to be completed include:

SECTION 100 – PROJECT MANAGEMENT & QUALITY ASSURANCE / QUALITY CONTROL

Task 101 - Work Plan

Dibble will develop a detailed work plan for the project design including budget, schedule, milestone, and project deliverables.

Task 102 - Project Management

Dibble will manage staff resources to assure timely submittal of deliverable and project design completion.

Task 103 - Invoices

Dibble will prepare detailed monthly invoices according to CITY standards for all work performed.

Task 104 - Quality Assurance/Quality Control

Dibble will conduct quality control reviews for all deliverables and project elements for consistency, and clarity prior to the submittal to the Contractor(s) and CITY.

SECTION 110 - Project Coordination

TASK 112 - Project Planning and Coordination Meetings

Dibble will attend monthly project coordination meetings with the CITY. Prepare and distribute meeting minutes to all meeting attendees.

Task 113 - Contractor(s) Prepared Construction Probable Costs

Dibble will prepare independent opinion of probable construction costs and review construction costs prepared by the Contractor(s). Twelve (12) construction cost submittals are anticipated.

Task 114 - Contractor(s) Prepared Project Schedules

Dibble will review with the CITY the anticipated construction schedule prepared by the Contractor(s).

SECTION 120 - Background Data

TASK 121 - Review CCTV Records

Dibble will review existing closed circuit television (CCTV) records provided by the CITY of

sanitary sewer pipelines identified for rehabilitation.

Task 122 - Review Existing As-built Data

Dibble will review available quarter section maps depicting the sanitary sewer pipes and access manholes within the areas to be rehabilitated. CITY shall be responsible to provide copies of available records for review.

SECTION 130 - Investigations**TASK 131 - Aerial Mapping**

The CITY shall be responsible to provide color aerial mapping of the project area. Images shall be of a resolution that can be utilized for individual manhole location identification at 1-inch = 20 foot scale. Each access manhole and sanitary sewer pipe to be rehabilitated will be highlighted on aerial photography and reproduced on 8.5-inch x 11-inch prints.

Task 132 - Manhole Location and Segment Length

Dibble will field locate each manhole to confirm accessibility and measure pipe (segment) length from center points of the manhole cover. Information gathered will be compared to the CITY GIS mapping data, differences in manhole locations or pipe lengths will be identified and provided to the CITY for their updating of the GIS system data.

It is assumed that the Contractor(s) will install the CIPP liner into the pipe to be rehabilitated with no excavation necessary. Utility research and field verification of utility location through pothole excavation are not included in this scope. If excavation is required as part of the construction effort, the Contractor(s) shall be responsible to contact blue-stake utility locating services.

Task 133 – Service Laterals

Dibble will compare CITY GIS data of service lateral quantities with existing structures identified in aerial photography to confirm appropriate lateral counts. Any discrepancies will be identified and brought to the Contractor(s) attention to investigate further during pre lining activities and confirm if the lateral service is active or abandoned.

Task 134 - Construction Requirements and Limitations

Dibble will attempt to identify construction related issues that may hinder the rehabilitation process including bypass pumping, right-of-way constraints, construction sequencing, traffic control, commuter impacts, permits, or other local construction activities in the vicinity.

Alternative Evaluation and Recommendations: Construction methodology selected for small diameter sanitary sewers rehabilitation within the CITY is Cured-in-Place Pipe (CIPP). The Contractor(s) is responsible for the means and methods of performing the work. It is anticipated that Dibble shall not be tasked with review of alternatives proposed by the Contractor(s) that may potentially benefit the CITY in improved project quality, reduced

construction costs or shorten project completion schedule. If an evaluation is requested by the CITY as part of the design effort a fee can be negotiated at that time.

SECTION 140 - Construction Documents

Task 141 – Construction Requirements Memorandum

Dibble will provide a summary of identified constraints that may impede rehabilitation activities for twelve (12) anticipated projects. Each memorandum will include site-specific identification of liner design requirements, aerial photography depicting access manhole locations, by-pass pumping requirements, and approved construction staging areas.

Task 142 - Probable construction cost

Dibble will prepare and submit detailed Engineer's opinions of probable construction costs for each of the twelve (12) separate projects. Opinions of probable construction costs are to be used to assist the CITY in budgeting purposes.

Task 143 - Construction documents

Dibble will prepare and submit construction documents containing the twelve (12) separate projects.

Deliverables:

Submittal – Four (4) copies Design Memorandum of each of the twelve (12) construction projects consisting the following; 1) Microsoft Excel spreadsheet identifying all pipes to be rehabilitated, 2) Color aerial photograph (11"x17") depicting the extents of each project (quarter section) area, 3) Microsoft Excel spreadsheet identifying any limitations and/or issues that may be encountered during construction activities, 4) Engineer's opinion of probable construction cost. One (1) copy of all documentation in PDF format provided electronically on a compact disk(s).

The "front-end" Proposal Requirements, Contract Forms and Conditions of the Contract shall be provided by the CITY. The Design Documents will be assembled in a manner which will allow the Contractor(s) to develop a cost proposal as twelve (12) separate stand-alone projects.

Task 144 - Submittal Review Meetings

A submittal review meeting will be conducted at the completion of the construction documents for each of the twelve (12) projects. Review meetings shall be held approximately two (2) weeks following the date of submittal delivery.

SECTION 150 – Contractor(s) Proposal

Task 151 - Contractor(s) Questions during Proposal Preparation

Dibble will answer Contractor(s) questions during the cost proposal process for the projects. It

is anticipated that the work will be subcontracted or self-performed by the Contractor(s) for

each of the twelve (12) projects. These questions will be routed through one responsible Project Manager for each of the two (2) Contractor(s) and forwarded to Dibble. Dibble will discuss with the CITY the submitted questions and issue the appropriate response to the Contractor(s).

Task 152 - Review Contractor(s) Cost Proposal

Dibble will assist the CITY with reviewing the cost proposals submitted by the Contractor(s) for each of the twelve (12) proposal packages. Dibble will make a recommendation for acceptance of the cost proposal.

CONSTRUCTION ADMINISTRATION AND INSPECTION SERVICES

This Scope of Work describes engineering tasks for construction and inspection services to be provided by Dibble. The engineering services are related to the construction and post construction phases being performed by two (2) Contractors during one (1) year duration. Tasks to be completed include:

SECTION 200 – Project Administration Services during Construction**Task 210 - Representation on Behalf of City**

Dibble will consult with and advise the CITY and act as its representative during construction. The extent and limitations of the duties, responsibilities and authority of Dibble, as assigned herein shall not be modified, except as the CITY and Dibble may otherwise agree in writing. All CITY instructions to Contractor(s) will be issued through Dibble who will have authority to act on behalf of the CITY to the extent provided in this scope of work except as otherwise provided in writing by the CITY.

Dibble will not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor(s) (unless otherwise specified in the Construction Documents) or the health and safety precautions and programs associated with the work of the Contractor(s).

Dibble will make site visits to inspect construction at times appropriate to the various stages of construction, as an experienced and qualified professional, to monitor the progress and quality of the executed work of the Contractor(s) and to determine if such work is proceeding in accordance with the Construction Documents.

Dibble's efforts shall be directed toward providing a greater degree of confidence to the CITY that the completed work of the Contractor(s) conforms to the Contract Documents, but Dibble will not be responsible for the failure of the Contractor(s) to perform the work in accordance with the Construction Documents.

On the basis of on-site examination of materials, equipment, and workmanship, Dibble will

keep the CITY informed of the progress of the work, will endeavor to guard the CITY against defects and deficiencies in such work and will disapprove or recommend the rejection of work that is found to be failing to conform to the Construction Documents. This task shall include the following items:

- 1) Conduct preconstruction meeting: Dibble will conduct twelve (12) preconstruction meetings. At the meetings, Dibble will identify the services to be provided by Dibble and discuss appropriate coordination procedures. Dibble will prepare an agenda for the meetings and will prepare and distribute meeting minutes to all attendees.
- 2) Provide construction administration, quality control, and coordination: Dibble will provide construction administration and quality control monitoring services during the course of construction to assure that the overall specified procedures are being followed. Dibble will provide coordination functions during the construction phase along with coordination with the CITY for public involvement assignments.
- 3) Provide project documents: Dibble will maintain and provide the following detailed project records and documentation during the construction phase:
 - A) The Project records shall include correspondence, schedules, submittals, test data, project data, payments, change orders, meeting minutes, request for information, daily reports, segment installation reports and field installation documentation received from the Contractor(s). Project records shall be delivered to the CITY's Project Manager upon completion of the construction contract. Records shall be maintained as described under Task 340 at Dibble's Phoenix Office.
 - B) Status reports for the construction contract shall be as prescribed under Task 410.

Task 220 - Administer the Construction Schedule

Dibble's opinions concerning the various scheduling documents produced or used by the Contractor(s) are for information and are not controlling on the Contractor(s). It is the Contractor(s) responsibility to continue to exercise its independent judgment concerning means, methods and sequences of construction it employs. The Contractor(s) remain solely responsible for meeting contract time(s) given in the construction documents.

- 1) Review project schedule: Dibble will review and comment on the Contractor(s) project schedule in accordance with the construction documents. Dibble will examine the work sequence, durations, interim milestones, and other appropriate scheduling features in accordance with the requirements of the construction documents. Dibble will prepare a summary of the review comments and will meet and discuss the schedule comments with the Contractor(s) and the CITY's Project Manager.

- 2) Review project schedule updates: Dibble will review the Contractor(s) updates to the construction schedule in accordance with the construction documents. Dibble will perform a review of progress accomplished during the period and compare progress to the approved schedule and discuss significant discrepancies with the Contractor(s). Dibble and the Contractor(s) will establish, based on the data, the percent of Project completion. Dibble will meet with the Contractor(s) to review and update the schedule data. Based upon the schedule update, Dibble will recommend processing progress payments. The primary performance of the task will be performed under Task 400.

Task 230 - Review Shop Drawings and Test Results

Dibble will receive, review, evaluate, and distribute or take other appropriate action with respect to shop drawings, samples, test results, and other data which the Contractor(s) are required to submit. Dibble's review shall be for conformance with the construction documents for the Project. Such review or other action shall not extend to means, methods, sequences, techniques or procedures of construction selected by Contractor(s), or to health and safety precautions and programs associated thereto. Dibble will receive and review Contractor's guarantees, and test data which are to be assembled by the Contractor(s) in accordance with the Construction Documents.

Dibble will maintain a submittal log showing dates of submittal, transmittal action, dates of return and review action. Copies of the log shall be furnished to the CITY and the Contractor(s) when updated. Dibble will endeavor to promptly and in accordance with Project schedule requirements, review and approve, reject or take other appropriate action on the Contractor(s) submittals.

Submittal review efforts are based upon a maximum of two (2) reviews per submittal and that no more than fifty percent (50%) of the total number of first submittals will require two (2) reviews. The cost for additional reviews shall be the responsibility of the Contractor(s). Each subsequent review shall be performed at a rate of \$150.00 per review. Review costs shall be deducted from the Contractor(s) pay request.

Task 240 - Issue Interpretations and Clarifications

Dibble will issue the CITY's instructions to Contractor(s), issue necessary interpretations and clarifications of the Construction Documents, and will have authority as CITY's representative to:

- Require special inspection or testing of the work;
- Act as initial interpreter of the requirements of the Construction Documents and judge the acceptability of the work thereunder;
- Make recommendations to the CITY on all claims by the Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Construction Documents pertaining to the execution and progress of the work.

Dibble will render interpretations or decisions in good faith and in accordance with the requirements of the Construction Documents.

Dibble will respond to the CITY's Project Manager and/or Contractor(s) to clarify and/or interpret technical or design related questions. Routine technical interpretations shall be responded to as prescribed under Task 410. Dibble will respond to issues raised during construction regarding interpretation and clarification of the contractual administrative and technical requirements of the Construction Documents. Dibble will serve as the CITY's advisor in resolution of these issues. Clarifications shall be issued to the Contractor(s) as prescribed under Task 240.

Task 250 - Certify Contractor's Progress Payments

Dibble will review, prepare comments, and endeavor to reach an agreement with the Contractor(s) on the progress represented in the Contractor(s) requests for payment. The monthly schedule update in combination with Dibble's Field Technician observations, and the progress schedule will be used by Dibble to determine the appropriateness of the Contractor(s) requests for payment.

Based on Dibble's Field Technician on-site observations and accompanying data and schedules will determine the amounts owing to the Contractor(s) and recommend to the City in writing, payments to the Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to CITY, based on such observations and review, that;

- 1) The work has progressed to the point indicated,
- 2) To the best of Dibble's knowledge, information and belief, the quality of such work is in accordance with the Construction Documents (subject to an evaluation of such work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Construction Documents, and to any qualifications stated in the recommendation), payment of the amount recommended is due and owing to the Contractor(s),

For unit price work, Dibble's recommendation for payment will be a determination of completed and accepted quantities of such work.

Task 260 – Substantial and Final Completion Inspection

Following written notice from the Contractor(s), Dibble will conduct an inspection to determine if the work is substantially complete in accordance with the Construction Documents. If Dibble considers the work substantially complete, Dibble will notify the CITY and the Contractor(s), and deliver a punch list of items requiring Contractor(s) attention, the date for completion of the punch list, and recommend the division of responsibilities between the CITY and the Contractor(s). If the work is not substantially complete, the process shall be repeated until the work is substantially complete.

Dibble will, upon completion of the punch list items as notified by the Contractor(s), make final

inspection to determine if the finished work has been completed to the standard required by the Construction Documents, determine whether required inspections and approvals have been satisfactorily completed, and the Contractor(s) has fulfilled the obligations of the Construction Documents. Dibble will give written notice to the CITY and the Contractor(s) if the work is acceptable, subject to any conditions therein expressed and in consultation with the CITY whether the work is complete. At or prior to the final inspection, Dibble will request the Contractor(s) to prepare and furnish all record document information of pipe rehabilitation location and procedures performed. If the work is not finally complete, the process shall be repeated until the work is finally complete.

Dibble will not be responsible for the acts or omissions of any Contractor(s), or subcontractor, or any of the Contractor(s) or subcontractor's agents or employees or any other persons (except Dibble's own employees and agents) at the site(s) or otherwise performing any of the Contractor(s) work; however, nothing contained in Tasks 210 through 260, inclusive, shall be construed to release Dibble from liability for failure to properly perform duties in accordance with this Scope of Work.

SECTION 300 – Engineering Services during Construction

Task 310 - Minor Changes, Change Order Requests, and Change Orders

Dibble, without the CITY's prior approval, may authorize or direct minor changes in the work which are consistent with the intent of the Construction Documents and which do not involve a change in Project cost, time for construction, Project scope, aesthetics, or approved design elements. Any such minor changes shall be implemented by written field order. Dibble will provide a copy of any written field order to the CITY. Except as provided in this paragraph, Dibble shall not have authority to direct or authorize changes to the Work without the CITY's prior written approval.

Dibble will promptly consult with and advise the CITY concerning, and shall administer and manage, all change order requests and change orders.

Dibble will prepare, when requested by the CITY, required drawings, specifications and other supporting data regarding changes, change order requests and change orders.

Dibble will prepare and submit change order requests explaining the merits for the change and a recommendation for the CITY's approval and acceptance.

Dibble will negotiate an agreement with the Contractor(s) as to scope of work and cost, time or both associated with the change in Work. The change order shall include a written justification for the cost of the Work.

Dibble will administer and manage minor changes, change order requests, and change orders on behalf of the CITY. Change orders shall be prepared on a standard form provided by the

Should a change order request be accepted by the CITY in the absence of an agreement with the Contractor(s) as to cost, time, or both, Dibble shall;

- 1) Receive and maintain all documentation pertaining to the change order request required of the Contractor(s);
- 2) Examine such documentation on the CITY's behalf;
- 3) Take such other action as may be reasonably necessary or as the CITY may request; and
- 4) Make a recommendation to the CITY concerning any appropriate adjustment in the construction cost and/or time and prepare a change order for Contractor(s) acceptance and the CITY's approval.

Changes and substitutions shall be limited to the scope of the Project as defined by the Construction Documents.

Task 320 – Record Drawings and Project Documents

Dibble will prepare a set of record drawings showing those changes made during construction. Record drawings shall consist of a Microsoft Excel spreadsheet identifying which sanitary sewer pipes were lined using Cured-in-Place-Pipe. Information shall be based on marked-up prints, drawings, spreadsheets, pre- and post videos and other data furnished by the Contractor(s) to Dibble which Dibble will review for accuracy and completeness.

Dibble will prepare the following:

- 1) One (1) set of spreadsheets showing all the pipe that has been rehabilitated, including information as to the date of installation, liner thickness, diameter size, length and location of each segment, and identifying manholes and other features pertinent to the Work. The record drawing spreadsheet shall be professionally sealed by Dibble.
- 2) One (1) set of project documents consisting of Contractor(s) contract documents, correspondences, project tracking, test data, daily observation reports, segment installation reports and field documentation.

The record drawings and project documents shall be available to the CITY within thirty (30) days of receipt of all data in its entirety from the Contractor(s). All documentation will be submitted in PDF format on electronic media (CD/DVD).

SECTION 400 - Resident Services during Construction

A - General

Dibble's Field Technician will act as directed by Dibble, in order to assist Dibble's Project

Manager in inspecting the Contractor(s) work performance. Through more extensive on-site

inspections of the work in progress and field checks of materials and equipment by the Field Technician, Dibble will endeavor to provide further protection to the CITY against defects and deficiencies in the work of the Contractor(s); but the furnishing of such Field Technician will not make Dibble responsible for construction means, methods, techniques, sequences or procedures, or for health and safety precautions or programs, or for the Contractor(s) failure to perform their work in accordance with the Construction Documents.

Dibble's Project Manager and Field Technician dealings in matters pertaining to the on-site work shall in general be with the Contractor(s) only. Dealings with subcontractors shall only be through or with the full knowledge of the Contractor(s).

B – Duties and Responsibilities

Task 410 - Field Administration

Meetings: Dibble's Project Manager and Field Technician will attend bi-weekly construction progress meetings with the Contractor(s). Dibble will prepare and distribute minutes of such meetings.

Liaison: Dibble's Field Technician will serve as a liaison with the Contractor(s), working principally through the Contractor(s) superintendent and assist the superintendent in understanding the meaning of the Construction Documents and serving as the CITY's liaison with Contractor(s), when Contractor(s) operations effect the CITY's on-site operation or assist in obtaining from the CITY additional details or information, when required at the job site for proper execution of the work.

Shop Drawings and Samples: Dibble's Project Manager will receive and review shop drawings and samples which are furnished by the Contractor(s) as defined in Task 230 and advise Contractor(s), or its superintendent, prior to the commencement of any work requiring a Shop Drawing or sample submission if the submission has not been approved by Dibble.

Interpretation of Construction Documents: Dibble's Project Manager will receive and transmit clarifications and interpretations of the Construction Documents to/from the Contractor(s) as described in Task 240. Dibble's Project Manager will notify the CITY's Project Manager of Dibble's decision prior to issuance to the Contractor(s).

Changes: Dibble's Project Manager will consider and evaluate Contractor(s) suggestions for changes in design or specifications and notify the CITY's Project Manager of changes or alterations believed to be in the CITY's best interest. Dibble will provide the CITY's Project Manager with support information of proposed changes as necessary.

Records: Dibble's Project Manager will maintain files for correspondence, minutes of job meetings, shop drawings and samples submissions, reproductions of original construction documents including all addenda, change orders, and field orders along with Dibble's clarifications and interpretations of the construction documents, progress reports, and other

Project related documents.

Dibble's Field Technician will prepare daily observation reports recording the Contractor(s) work performed on the job site, weather conditions, existing field conditions, Contractor(s) methods and installation procedures, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, directions given to Contractor(s), subcontractors on-site, observations in general and specific observations in detail as to observing test procedures.

Dibble will maintain notes containing quarter section number and pipe segment numbers that are capable of cross referencing the Contractor(s) record drawing information for accuracy and completeness.

Dibble will maintain a digital photographic file of the progress of the construction activities throughout the duration of the Project exterior to the pipe. This photographic file will consist of color photographs taken to document specific construction activities where the information may be of future value. The photographs will be labeled as to the subject, and date of the photograph. Photographs will be kept in subdirectory files which have been named to represent the specific quarter section of the Project.

Dibble will promptly notify the CITY of any accident causing personal or property damages relating to the Project.

Status Reports: Dibble's Project Manager will furnish the CITY with minutes of the Project progress meeting (as the construction contract status report) describing the progress of the work and Contractor(s) compliance with the approved progress schedule and schedule of shop drawing submissions.

The status report will include as a minimum;

- 1) Total Project cost to date;
- 2) Total Project cost during the period;
- 3) Planned versus actual progress;
- 4) Actual and/or potential defaults or violations of the construction documents;
- 5) Recommended remedies to the above;
- 6) Change order activity summary (Task 320); and
- 7) Other Project issues.

Task 420 - On-Site Inspection and Review of Work

Dibble's Field Technician shall maintain a daily presence at the Project site during the

rehabilitation process to be knowledgeable about the progress and quality of the work to:

- 1) Conduct on-site inspections of the work in progress to assist Dibble's Project Manager in determining if the work is proceeding in accordance with the Construction Documents and that completed work conforms to the Construction Documents.
- 2) Report to Dibble's Project Manager whenever it is believed that any work is unsatisfactory, faulty or defective or does not conform to the Construction Documents, or does not meet the requirements of inspections, tests or approval to be made, or has been damaged prior to final payment; and advise Dibble's Project Manager when it is believed work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- 3) Verify that tests are conducted as required by the Construction and that the Contractor(s) maintains adequate records thereof; observe, record and report to Dibble appropriate details relative to the test procedures and start-ups.
- 4) Accompany visiting representatives of the CITY or other agencies having jurisdiction over the Project, record the topics discussed and report to Dibble.

Level of effort assumes Dibble's Field Technician's presence during a one (1) year construction period, five (5) days per week, eight (8) hours per day, excluding overtime, weekends, and holidays.

Task 430 - Monitor Public Notification Efforts

Dibble's Project Manager will coordinate with the CITY's public notification agency to ensure timely information is being provided. Dibble's Field Technician will make spot checks as needed to confirm that the Contractor(s) has provided public information as required. If proper notification has not been made by the Contractor(s) the Field Technician will notify the Contractor(s) to do so before work continues in the affected area.

Task 440 - Completion

Dibble's Field Technician will assist the Project Manager during the inspection for Substantial Completion and Final Inspection as described in Task 260 as follows:

- 1) Before Dibble issues a Certificate of Substantial Completion, a list of observed items requiring completion or correction in accordance with the requirements of the construction documents will be submitted to the Contractor(s).
- 2) After the Contractor(s) have completed the work of the list of Subtask 430.1 and upon request of the Contractor, Dibble's Field Technician will conduct final inspection with the Project Manager, CITY and Contractor. If necessary, prepare a final list of items to be completed or corrected in accordance with the requirements of the construction documents.

- 3) After the Contractor(s) have completed the work of the final list of Subtask 430.2 and upon written notice from the Contractor, review and determine that items on the final list have

been completed or corrected and make recommendations to Dibble's Project Manager concerning acceptance.

Task 450 - Review Pre- and Post-Rehabilitation Videos

Dibble's Field Technician will view videos of the pipe interior condition taken by the Contractor(s) both before and after the rehabilitation of each segment of pipe. Dibble's Project Manager will notify the Contractor(s) of any unacceptable work that is observed on the videos. Dibble's Field Technician will maintain documentation of the review process and the corrective action taken, if required, by the Contractor(s).

C - Limitations of Authority

Except upon written instructions from the CITY, Dibble's Project Manager and Field Technician:

- 1) Will not authorize any deviation from the Construction Documents or approve any substitute materials or equipment;
- 2) Will not undertake any of the responsibilities of Contractor(s), subcontractors or Contractor(s) superintendent, or expedite the work;
- 3) Will not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Construction Documents;
- 4) Will not advise on or issue directions as to safety precautions and programs in connection with the work; and

SECTION 500 - Special Services

Task 510 – Additional or Extended Services

Additional services in connection with the Project, including services normally furnished by CITY and services not otherwise provided for in this scope of services, can be furnished by Dibble up to the amount specified in Exhibit B.

Additional or extended services during construction may be made necessary by:

- 1) Work damaged by fire or other cause during construction;
- 2) Additional rehabilitation work identified by the CITY;
- 2) A significant amount of defective or neglected work of Contractor(s);
- 3) Prolongation of the contract time of any prime contract;

- 4) Acceleration of the progress schedule involving services beyond normal working hours;
or
- 5) Default by Contractor(s).

The CITY and Dibble agree that there may be certain additional or extended services required to be performed by the Dibble during the contract period that cannot be defined sufficiently at the time of execution of this contract. Such services shall be authorized in writing in accordance with applicable contract provisions.

Other Direct Costs

Allowance - Reproduction

Reproduction will consist of material cost for reproduction of the twelve (12) design memorandums and electronic media (DVD/CD) containing all project documents and records that will be submitted to the CITY at the completion of each of the twelve (12) construction projects.

END OF SECTION

EXHIBIT B
**FEE SUMMARY
CITY OF SCOTTSDALE**
**SMALL DIAMETER SANITARY SEWER REHABILITATION - 2011
(DESIGN AND CONSTRUCTION ADMINISTRATION AND INSPECTION SERVICES)**
CONTRACT NUMBER: 2007-198-COS-A3
PROJECT NUMBER: V3704H
December 17, 2010

Staff Classification	Labor Hours	Billable Rate	Cost
<u>Design Services</u>			
Senior Project Manager	80	\$ 152.60	\$12,208.00
Project Manager	344	\$ 143.61	\$49,401.84
QA/QC Manager	24	\$ 124.32	\$2,983.68
Field Technician	376	\$ 85.57	\$32,174.32
Administrative Assistant	24	\$ 68.93	\$1,654.32
Dibble Labor Total	848		\$98,422.16
<u>Construction Administration and Inspection Services</u>			
Senior Project Manager	229	\$ 152.60	\$34,945.40
Project Manager	764	\$ 143.61	\$109,718.04
Field Technician	2404	\$ 85.57	\$205,710.28
Administrative Assistant	100	\$ 68.93	\$6,893.00
Dibble Labor Total	3497		\$357,266.72
Dibble Labor Total for Design and Construction Services			\$455,688.88
<u>Other Direct Costs</u>			
<u>Allowance</u>			
Reproduction - Twelve (12) Design Memorandums			\$ 750.00
Reproduction - Construction Records			\$ 250.00
Subtotal			\$ 1,000.00
Total Proposal for Design & Construction Administration and Inspection Services			\$456,688.88

RESOLUTION NO. 8534

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE,
MARICOPA COUNTY, ARIZONA, AUTHORIZING MODIFICATION OF
CONTRACT NO. 2007-198-COS-A3 WITH DIBBLE ENGINEERING

The City of Scottsdale desires to extend the scope and term of Contract No. 2007-198-COS for small diameter sewer rehabilitation; and

The City and the Engineer have mutually agreed to modify the contract.

BE IT RESOLVED by the Council of the City of Scottsdale as follows:

Section 1. The Mayor of the City of Scottsdale is authorized and directed to execute Contract Modification No. 2007-198-COS-A3 with Dibble Engineering for small diameter sewer rehabilitation services.

PASSED AND ADOPTED by the Council of the City of Scottsdale this 15th day of February, 2011.

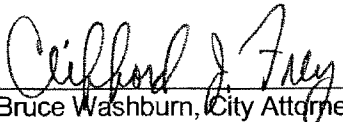
ATTEST:

CITY OF SCOTTSDALE,
an Arizona municipal corporation

Carolyn Jagger, City Clerk

W. J. "Jim" Lane, Mayor -

APPROVED AS TO FORM:



Bruce Washburn, City Attorney

By: Clifford J. Frey
Senior Assistant City Attorney